certain devices that the defendants could control their currents so as not to interfere with the use of complainant's instruments, the law might treat their failure to adopt such measures as negligence in the use of their franchise and enjoin them." See also *Peoria Water Works Co.* v. *Peoria Ry. Co.*, 181 Fed. 990, 9 MICH. L. REV. 355. But negligence, unskillfulness, and malice, in the operation of the railway were not charged in the principal case, nor was it shown how the alleged nuisance could be corrected.

EQUITY—INJUNCTION AGAINST UNFAIR COMPETITION.—Plaintiff and defendant were both manufacturers of vacuum cleaners. Defendant claimed to own a patent which covered all such machines, and had persisted in writing letters to customers of plaintiff threatening suits. Plaintiff had invited defendant to bring suit for infringement of the patent so that the matter might be determined, but defendant had not pressed his claim, and had continued to write letters to the plaintiff's customers. Plaintiff seeks injunction. *Held*, injunction granted. *Electric Renovator Mfg. Co.* v. *Vacuum Cleaner Co. et al*, (1911) 189 Fed. 754.

A court of equity will enjoin unfair competition if the injured party does not have an adequate remedy at law. *Gilly* v. *Hirsh*, 122 La. 966; *Halstead* v. *Houston*, 111 Fed. 376. That the question whether or not the sending out of letters threatening suit for the infringement of patents when the claims of the writer have not been established, is within the rule has previously been before the courts. *Farquhar Co. Ltd.* v. *Nat. Har. Co.*, 102 Fed. 714; *Adriance, Platt & Co.* v. *Nat. Har. Co.*, 121 Fed. 827. Both of these cases held that the defendant's acts constituted unfair competition and that equity would enjoin them. The principal case is in accord with the two cases last cited and strengthens the opinions there laid down. It holds that even where the defendant has a suit pending for the purpose of determining his claim to the exclusive manufacturing right under his patent, he can not write threatening letters to plaintiff's customers.

FISHERY—IN GROSS OR APPURTENANT.—Complainant, a canal company, was incorporated under an act of Parliament which provided that "the owner and owners of all and every manor and manors through which the said intended cut or canal shall be made, shall have and be entitled to the sole, several and exclusive right of fishery of and in so much of the said cut or canal * * * as shall be made over, through *** or within his, her or their, manor or manors respectively." In 1845 land through which the canal was made was granted to the Earl of Shrewsbury, together with all "tolls, duties, fisheries, profits * * * respectively belonging or in any way appertaining" thereto. In 1910 the Earl of Shrewsbury granted to an angling club of which the defendant is a member, the exclusive right to fish for and take away fish from that part of the canal within lessor's said land. The canal company seeks to enjoin the exercise of this grant. *Held*: the right, being one to take fish without stint, and without relation to the needs of the land, was not a right appurtenant, or capable of being made appurtenant, to the land, but a right in gross, and not capable of passing under the general words of the deed of 1845. *Staffordshire and Worcestershire Canal Navigation* v. *Bradley* [1912] 1 Ch. 91.

Where the dominant tenement itself is conveyed, all easements, rights and profits appurtenant thereto pass to the grantee. GALE, EASEMENTS, Ed. 8, p. 83. But to be appurtenant, the right must "inhere in the land, concern the premises, and be essentially necessary to the enjoyment," *Moore* v. *Crose,* 43 Ind. 30; if it is in no way connected with the enjoyment or use of the land, it cannot be annexed as an incident to such land so as to become appurtenant thereto. *Linthicum* v. *Ray,* 9 Wall. 241, 19 L. Ed. 657. However, when possible, the right will be construed to be appurtenant and not in gross. *Kuechen* v. *Voltz,* 110 Ill. 264; *Spensley* v. *Valentine,* 34 Wis. 154. The distinction between rights in gross and appurtenant is that the former are attached to the person, the latter to the land, JONES, EASEMENTS, § 34. An easement in gross is neither assignable nor inheritable, id § 39. This is undoubtedly the general rule, but in Massachusetts and a few other states it is assignable, *Bowen* v. *Conner,* 6 Cush. 132, *French* v. *Morris,* 101 Mass. 68, *Goodrich* v. *Burbank,* 12 Allen, 459. A right appurtenant is assignable with the land, but cannot be severed from the land and assigned. JONES, EASEMENTS, § 40.

HOMESTEAD—ABANDONMENT—REMOVAL FROM STATE.—In 1906, complainant, against whom a judgment had previously been rendered, removed to another State for the purpose of obtaining better work, intending to return to his homestead when conditions justified. He has never returned. During a portion of his absence his house has been rented; it is now empty and in a dilapidated condition. D, the assignee of the judgment, has caused an execution to be levied on the premises, and complainant asks for an injunction to restrain a sale, on the ground that the premises levied upon constitute the homestead of complainant. *Held,* there has been no abandonment of the homestead. *Boyer* v. *Dague* (Iowa 1912) 134 N.W. 542.

The question of the abandonment of the homestead is always one of fact, *Wapello Co.* v. *Brady,* 118 Iowa 482, 92 N.W. 717, *Wiggins* v. *Chance,* 54, Ill. 175, but the intention of the homesteader to return or otherwise is controlling. *Moses* v. *White,* 6 Kan. App. 558, 51 Pac. 622, *Hoffman* v. *Buschman,* 95 Mich. 538, 55 N.W. 458, *Blumer* v. *Allbright,* 64 Neb. 249, 89 N.W. 809, *Anderson* v. *Davis,* 18 Utah 200, 55. Pac. 363, *Gates* v. *Steele,* 48 Ark. 539, 4 S.W. 53. However, the bare fact of removal makes a prime facie case of abandonment and raises a presumption against the claim of homestead, so the burden of showing an intention to return is upon him who asserts it. *Kaes* v. *Gross,* 92 Mo. 647, 3 S.W. 840, *Kerr* v. *Oppenheimer,* 20 Tex. Civ. App. 240, 49, S.W. 149, *Moses* v. *White, supra.* Where the homesteader departs to another State this presumption is given almost conclusive effect; thus in Kentucky a debtor who engaged in business in another State was held to have abandoned his homestead even though he repeatedly declared his intention to return, *Williams* v. *Rose,* 6 Ky. Law. Rep. 517, *Crush* v. *Stewart,* 7 Ky. Law. Rep. 825; and in *Land* v. *Boykin,* 122 Ala. 627, 25 South 172, it was so held although the debtor left part of his furniture in his homestead and tended and used the vegetables from his garden. A more liberal doctrine was announced in *Kimball* v. *Salisbury, (Lewis)* 17 Utah 381, 53 Pac. 1037, holding an absence